

MORGAN SIMPSON.

MAY 25, 1842.

Laid upon the table.

Mr. COWEN, from the Committee of Claims, made the following

REPORT :

*The Committee of Claims, to whom was referred the petition of Morgan Simpson, report :*

This claim was examined by the Committee of Claims of the House of Representatives, and an unfavorable report made thereon, at the 2d session of the 25th Congress. No additional evidence has since been submitted ; and, on a re-examination of the case, the committee fully concur in the conclusions adopted in said report, and which is hereunto annexed and made part of this report ; and therefore offer for the adoption of the House the following resolution :

*Resolved,* That the petitioner is not entitled to relief.

MARCH 7, 1838.

Mr. WILLIAM B. CAMPBELL, from the Committee of Claims, to which was referred the petition of Morgan Simpson, reported :

The petitioner asks to be remunerated for losses which he sustained in consequence of a contract which he made with Captain J. P. Taylor, agent of the United States, to transport a large quantity of subsistence stores for the army from Louisville, Kentucky, to Fort Gibson, west of the State of Arkansas. The petitioner alleges that he was unacquainted with the customary and usual price charged for freight between those points, and, as such, contracted to convey the subsistence stores for much less than the usual charge, and at a price at which he must have lost money had he been so fortunate as to reach the point of destination without accident. He states that, when he reached the Arkansas river, he found it too low to be navigated by his steamboat, and had to lighten her, by placing on shore a portion of the cargo, and hiring other boats of lighter draught to transport it.

He was delayed for a great length of time in consequence of the very low state of the Arkansas river, and incurred very great expense by the delay, and in hiring small boats to convey the stores. The petitioner also states that he learned, near the mouth of Arkansas river, that the troops at Fort Gibson were out of flour, and that he used extraordinary exertions,

and incurred greater expense, on that account, than would have been necessary, under other circumstances, for the purpose of reaching the fort as soon as possible.

It appears, by a letter from Colonel Maney, that Mr. Simpson made very great exertions to fulfil his engagement, by employing men and keel-boats, and was at a very great expense; that the Arkansas river was unusually low, and had been, during the whole season, only navigable for small keel-boats.

In this case, the contract was fair—no fraud or deception is attributed to the Government agent; and relief is asked alone upon the grounds that the petitioner was ignorant of what was the usual price charged for freight between Louisville and Fort Gibson, and that he met with many accidents and misfortunes in fulfilling the contract.

The committee are of opinion that relief ought not to be granted in this case, as it would be creating a precedent which, if followed, would open for legislative action every contract made with the Government, in which the individual might complain of his own mistake or ignorance of the subject-matter of the contract, or of any accident or misfortune in executing it.

They report the following resolution:

*Resolved*, That the prayer of the petitioner ought not to be granted.